



**CITY OF
LANCASTER**
A City Authentic

Request for Proposals

Presented by the
Redevelopment Authority of the City of Lancaster

**640 South Franklin Street, 617, 639, and 643 Stevens Avenue
Redevelopment
City of Lancaster, Pennsylvania**



Release Date: November 25, 2019
Reponses Due: February 28, 2020

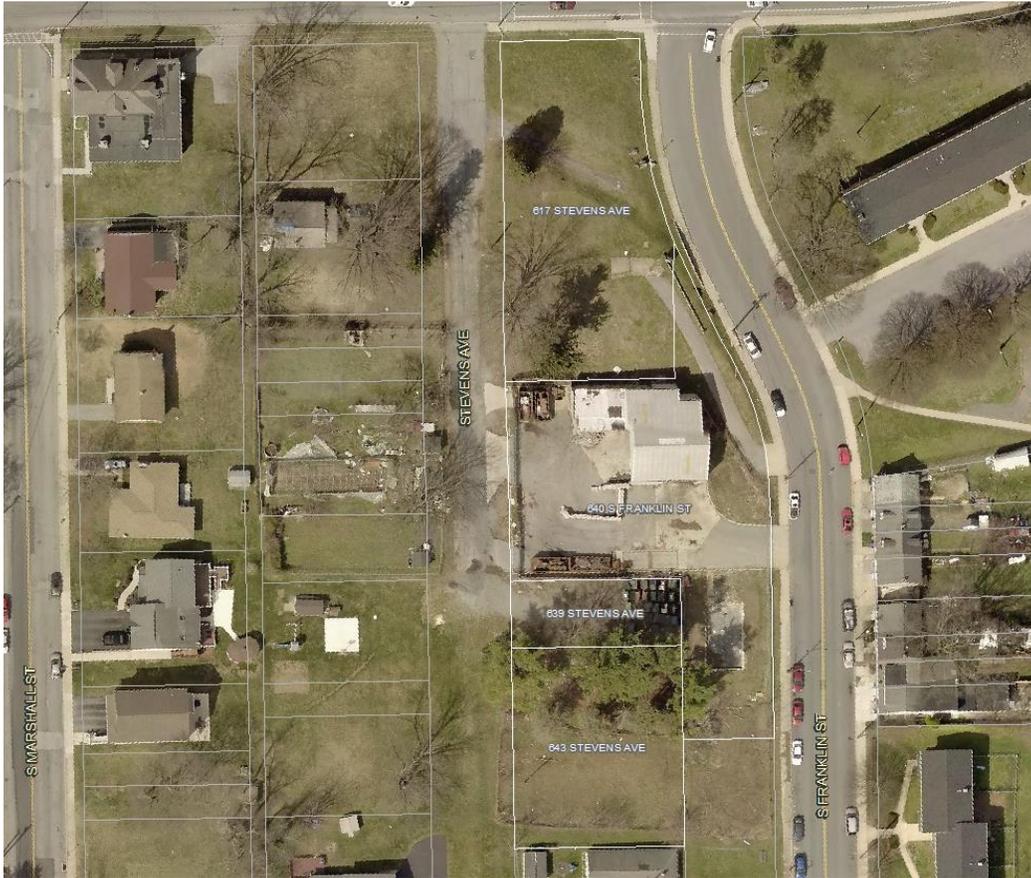
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Section One

Overview of Development Opportunity

South East Lancaster, PA



1.01 Invitation

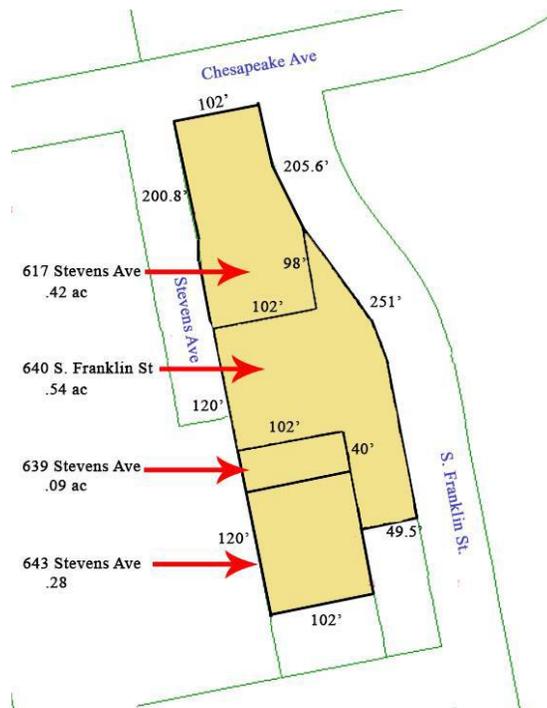
The Redevelopment Authority of the City of Lancaster, in partnership with the City of Lancaster, Pennsylvania, is inviting development teams with experience in urban mixed-use real estate development to submit proposals for the redevelopment of 640 South Franklin Street, 617, 639, and 643 Stevens Avenue Lancaster, Pennsylvania. It is situated in the south-east quadrant of the City, also known as Conestoga Heights. It provides a unique opportunity to create a redevelopment project to support the neighborhood and augment the development of the Greiner Center.

The revitalization of the southeast section of Lancaster offers an opportunity for creation of cultural heritage, entrepreneurship, rental housing and homeownership.

1.02 Vision

The neighborhood is sound economically, socially, and physically with no adverse influences in the area that would affect marketability of the site. The community in the area would like the site to provide mixed uses such as affordable housing, community-based education centers, museums, community gardens, etc. The community does not want the site to attract waste, high volume traffic, unnecessary noise caused by manufacturing, a bar, or an entertainment venue. The vision of the site is to provide a space where the

community can be proud of what has been developed while boosting the appearance and vitality of the neighborhood.



1.03 Description of Property

The entire parcel size is 1.33 acres, or 57,935 square feet of land. It is located in the northwest corner of the intersection of Chesapeake Avenue and Franklin Street with public streets surrounding the location.

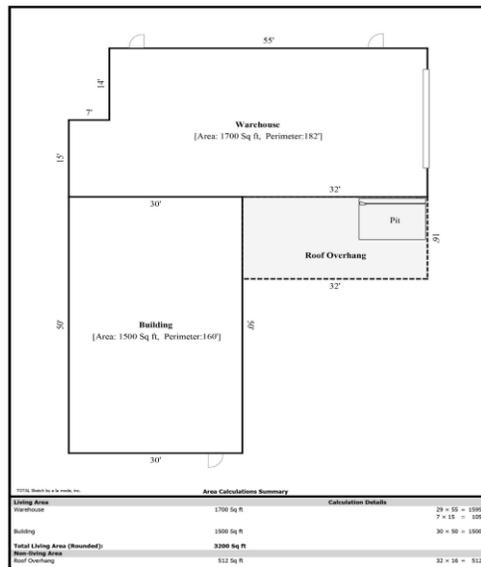
The zoning of the site is R-2, with residential detached and semi-detached dwellings, and a limited number of cultural/recreational uses permitted. Further information concerning the zoning of the property can be obtained from the City of Lancaster Zoning Officer, Jameel Thrash, jathrash@cityoflanasterpa.com, at (717) 291-4736. Further information related to land development issues can be obtained from the City of Lancaster's Planning Office, Douglas Smith, dsmith@cityoflanasterpa.com at (717)291-4755.

Providing parking for the redeveloped site is a requirement in this district. It is suggested that parking considerations in support of any proposed development be incorporated into the response.

The property is in the City's Heritage Conservation District, which requires review and approval of any construction design. Additional information regarding the Heritage Conservation District can be obtained at www.cityoflanasterpa.com/heritage-conservation-district/ or by contacting the City's Historic Preservation Specialist, Suzanne Stallings, at (717) 291-4726.

All properties are subject to the City of Lancaster's Stormwater Management requirements. Additional information regarding Stormwater Management and the City's Green Infrastructure goals can be found at www.cityoflanasterpa.com/government/stormwater.

See Exhibit B for assessment information.



Description of Existing Buildings: Built in 2004, the “Class S” building has incombustible construction of steel joists, concrete block walls, and a concrete slab floor. The warehouse exterior has curtain walls of concrete and sheet siding supported by an open-steel frame. The construction has minimal architectural notes, minimal interior partitioning and is a basic shell structure. The parcel also includes a paved asphalt entryway that extends the width of parcel to Stevens Avenue. There is a sunken concrete collection basin, under an open roof against the partitioning wall of the warehouse. There is an in-ground vehicle scale just inside the primary entrance. Separate from the main entry, there is an access driveway leading to the rear of the parcel. A chain link fence surrounds the middle portion of the property, lining the perimeter of the macadam footprint. Towards the end of Franklin Street, near the intersection of Chesapeake Avenue, there is a retaining wall with a pipe rail. The portion of the property nearest to Chesapeake Avenue is open raw land, and the other side of the building footprint, the section with abuts the neighboring houses is also underdeveloped raw land. No visible environmental issues are known but additional assessment may be required depending on proposed uses. There is electric, public sewer and public water available to the site. Electric is not currently hooked up. The parcel has been vacant for three years.

Year Built:	2004
Total Site area:	1.33 acres
Building Footprint:	1,500 SF
Warehouse Footprint:	1,700 SF
Levels:	1 ^s – 3,200 SF
Current Uses:	Vacant

Property Value/Price Considerations

640 South Franklin Street 617, 639, and 643 Stevens Avenue are currently assessed at \$110,000. Please note that the property is owned by the Redevelopment Authority of the City of Lancaster. The Authority is not interested in equity partnerships and desires to only sell.

1.04 Potential Financing Resources

Local Economic Revitalization Tax Assistance (LERTA)

LERTA provides abatement of property taxes from all three taxing bodies (City, County and City School District) on the increased assessed value based on improvements made. LERTA benefits would last for a period of seven years. The schedule of abatement on the increased assessed value of the property is 100%, 90%, 75%, 60%, 45%, 30% and 15% in subsequent years.

Additional information on the potential benefits of LERTA can be obtained from the City of Lancaster's web site at <http://www.cityoflancasterpa.com/business> or by contacting Marisol Torres, martorres@cityoflancasterpa.com, (717)291-4708.

Section Two History & Context

2.01 About Lancaster and the Neighborhood

Lancaster City established in 1818, with a population of 59,700, is situated in the south-central region of the state. Within a radius of 150 miles it is one-eighth of the nation's homes, one-fifth of the nation's retail outlets, and one-third of the nation's income.

The proposed development is in the south east section of the City called Conestoga Heights. South Duke Street is its principal north to south street, running southeast from Church Street. Chesapeake Street is its major east to west thoroughfare. There is a commercial corridor at the intersection of South Duke and Chesapeake Streets. The housing stock in the neighborhood is approximately 79 years old with 67% of the housing stock being attached single family, owner occupied homes. It's a dense area with over 1,800 households, and a median housing value of \$113,000. The immediate area surrounding the site is primarily modest single family detached housing.

Franklin Terrace is a rental community that was constructed in 1968 and is owned and managed by the Lancaster City Housing Authority. It is located near the proposed redevelopment site and features a total number of 124 units. The property's unit mix is a range of five bedroom-two bedroom townhomes

The Sunnyside peninsula is a potential future housing project that is within walking distance of the site. There will be a total of 300 homes, rental apartments and single-family condominiums on 20 acres. Development of this site is likely to occur over the next five years.

There are 14 grocery store locations and over 48 limited restaurant locations surrounding the neighborhood, which includes Conestoga Plaza, a new community development project that highlights small retail stores and provides convenient amenities to the residents.

Thaddeus Stevens College of Technology is a premier two-year accredited technical college with over 1,100 students and 22 high skill high wage technical programs. It's been a staple in the community and it employs approximately 200 people, however over 47% of employers in the neighborhood have 50 employees or less

2.02 Building on Strength; Economic Development Strategic Plan for the City of Lancaster

Culminating from over a year of planning, analysis, outreach and the participation of over 1,000 community stakeholders, the Lancaster City Alliance in partnership with the City of Lancaster recently released *Building on Strength*, the *Economic Development Strategic Plan for the City of Lancaster* that will guide the City's economic growth over the next 15 years. The plan well documents the strong market for additional residential, hotel, office and retail projects. The plan is available at www.LancasterCityAlliance.org/building-on-strength/.

Vision

Lancaster will leverage its track record of success to foster continued economic development throughout the community, cultivate an environment that attracts entrepreneurs and investors to a world class mid-sized city, and continue to lead the region and nation as a model for successful urban economic development.

“Building On Strength” Plan Goals

By 2030 Lancaster City will:

- **Increase the per capita income** to 70% of that of Pennsylvania.
- **Create 300 new hotel rooms.** Especially *convention quality hotel rooms within walking distance to the Convention Center.*
- See **2,500 new residential units.**
- **Achieve 100,000 square feet of new and renovated retail/restaurant space** in Downtown and the Commercial Hubs.
- **Absorb/create 300,000 square feet of office** and flex space.
- Realize **\$1 Billion in private capital investment.**
- See ongoing private investment that will outweigh public investment in economic development.

Section Three

Submission Instructions & Information

3.01 Desired qualifications

- Urban redevelopment & design experience
- Financial capacity to undertake project
- Knowledge of/experience in PA codes and policies, especially those governing Third Class cities
- Proven ability to execute catalytic urban projects
- Sustainable building practices

3.02 Timeline

- | | |
|----------------------------|--|
| • November 25, 2019 | Release RFP |
| • February 28, 2020 | Responses Due – 12:00 PM, City Hall |
| • March 28, 2020 | Review Period (Interviews if necessary) |
| • April 22, 2020 | Expected Notification of Decision |

3.03 Submission Requirements - 3 hard copies (1 unbound) and one digital copy on flash drive both original and PDF.

1. Project approach and narrative describing the project.
2. Detailed description of the project team/roles.
3. Development Team partners' biographies/resumes.
4. List and summary description of relevant work (within the last 5 years) including project costs and methods, amounts and sources of financing.
5. Three professional references for similar development projects.
6. Conceptual Architectural plans, elevations and site plan.
7. Project ownership structure.
8. Detailed project budget; Financial approach to development and completion of the project, including offering price); Sources of Funds statement (broken out by Uses if a specific source is financing only a portion of the total project); Financial, bonding and insurance capacity.
9. Project schedule.
10. **The document in Exhibit D, titled "640 South Franklin Street 617, 639, and 643 Stevens Avenue Request for Proposal Response" must be completed, signed and submitted along with the above information.**

3.04 Response Terms:

- All proposals and materials submitted become the property of the Redevelopment Authority of the City of Lancaster and the City of Lancaster, and as such, concepts contained therein are not protected/the proposer may assert no protection thereof. Materials will not be returned to proposers.
- The Redevelopment Authority of the City of Lancaster and the City of Lancaster have the right to use any and all ideas, or adaptations of any or all ideas, contained in all responses received, subject to

the proprietary limitations stated herein. Disqualification, selection, or rejection of a responses(s) does not restrict or eliminate this right of use of any or all ideas.

- All submittals in response to this invitation become public record and become subject to public inspection. Do not ask that the entire proposal be deemed confidential; in accordance with applicable law it cannot be. The Redevelopment Authority of the City of Lancaster and the City of Lancaster will decide all questions of confidentiality and proprietary information.
- The respondent agrees that the Redevelopment Authority of the City of Lancaster and the City of Lancaster shall not be liable for any action or inaction of a respondent that constitutes claimed or actual patent, trademark or copyright infringement or any other claim, demand, cause of action or liability for an asserted or actual taking of or interference with an intellectual property right howsoever the claim may be stated.
- No Redevelopment Authority of the City of Lancaster or a City of Lancaster official, or employee, may have any personal, business or financial interest in any proposal. Redevelopment Authority and City officials and employees, and associated persons, are subject to State and City laws regarding disclosure and conflicts of interest.
- This request does not commit the Redevelopment Authority of the City of Lancaster and the City of Lancaster to contract for any supply or service whatsoever.
- Respondents are advised that the Redevelopment Authority of the City of Lancaster and the City of Lancaster City will not pay for any information or administrative costs incurred in response to this RFP; all costs associated with responding to this RFP will be solely at the interested party's expense.

3.05 Submission Contact Information

Redevelopment Authority of the City of Lancaster
Attn: Marisol Torres
120 North Duke Street
Lancaster, PA 17602
martorres@cityoflancasterpa.com

No questions shall be submitted by phone call to insure the Authority accurately understands the question and can provide answers to all potential respondents. Questions regarding this RFP shall be submitted in writing only, including by email.

Section Four

Selection Criteria & Process

4.01 **Proposals will be evaluated by the Redevelopment Authority and representatives of the City of Lancaster. Selection criteria shall include but not be limited to:**

- Team knowledge/skills and abilities
- Project development and implementation methodology
- Proposed uses of the building
- Economic Impact to the City of Lancaster
- Economic Impact to the surrounding neighborhood
- Job Creation, particularly those providing a living wage
- Consistency with “Building On Strength,” the City of Lancaster Economic Development Strategic Plan
- Ability to comply with the City of Lancaster’s Storm Water Management/Green Infrastructure Requirements
- Project ability to increase tax base for City of Lancaster
- Previous relevant experience, including experience with Pennsylvania cities
- Proof of financial capacity and at least preliminary commitments/interest from financing resources
- References

4.02 **Interviews**

Upon receipt of responses, the Redevelopment Authority may select a short list of the proposals deemed most qualified that will be invited to bring the project team to be interviewed. The interview would consist of up to a 45-minute presentation by the consultant team, a question-and-answer session by the Authority and City of Lancaster representatives, and a five-minute wrap-up.

4.03 **Development Agreements**

At the end of the selection process, the Redevelopment Authority intends to negotiate a development, sales or other appropriate agreement with the selected Development Team.

EXHIBITS A-C

Exhibit A – County Property Assessment Information

Exhibit B - Current Deed

Exhibit C – 640 South Franklin Street 617, 639, and 643

Stevens Avenue Response Form

EXHIBIT A

640 South Franklin Street Property Assessment Information

(Effective January 1, 2018)

Property Information			
Property ID	337-43785-0-0000	Property	500 - COMM-
Tax Year	2018 ▼	Use	RETAIL
Township	337 Lancaster City (W7)	Land Use	576 - ONE STORY MIXED
Site	640 S FRANKLIN	Tax Status	Exempt
Address	ST	Clean & Green	No

Property Sketches & Photos
<p>1</p> 

Related Names	
Parcel Owner	REDEVELOPMENT AUTH CITY LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17603
Status	Current
Parcel Owner	CITY OF LANCASTER, 22 SOUTH DUKE ST LANCASTER, PA 17602
Status	Retired

Assessments						
Interim						
	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	80,400	46,800	127,200	0	0	0
Total	80,400	46,800	127,200	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics			
Electric	Gas	Sewage	Water
HOOKED-UP	NONE	PUBLIC SYSTEM	PUBLIC SYSTEM

Market Land Valuation			
Property Type	Land Type	Sq. Ft.	Calc. Acres
COM - Commercial	2 - PRIMARY HOMESITE	8,712	0.2000
COM - Commercial	6 - RESIDUAL	14,810	0.3400

Structure 1 of 4			
Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	1/1 COM-GRGE-SVC #1	1,488	1948
Section 1			
Occupancies		Exterior Walls	
Occupancy	Finished Area	Wall Height	
528 - Service Repair Garage	1,488 Sq. Ft.	10	
Miscellaneous		Heating, Cooling & Ventilation	
16 - OVRHD-DOORS		2.00 Units	
Canopy, Wood Frame		1440.00 Sq.Ft.	
Canopy, Wood Frame		543.00 Sq.Ft.	
		No HVAC	1488.00 Sq.Ft.

Structure 2 of 4			
Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #1	960	1979
Sheds			
063-05 - Enclosed Shed - Metal Frame	960.00 Square Ft.		

Structure 3 of 4			
Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #2	9,000	1960
Other / Miscellaneous			
056 - Paving, Asphalt	9000.00 Square Ft.		

Structure 4 of 4			
Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #3	760	1975
Fencing			
026 - Fence, Chain Link - 6 Ft	760.00 Linear Ft.		

No Exemptions

Sales History					
Year	Document #	Sale Type	Sale Date	Sold By	Sold To
2018	6387880	DEED	3/22/2018	LANCASTER CITY OF	REDEVELOPMENT AUTH CITY LANCASTER
2016	6252259	DEED	2/25/2016	WILLIE SHELL	LANCASTER CITY OF

Property Information			
Property ID	337-36148-0-0000	Property	100 -
Tax Year	2018 <input type="button" value="v"/>	Use	RESIDENTIAL
Township	337 Lancaster City (W7)	Land Use	101 - VACANT LAND
Site	617 STEVENS	Tax Status	Exempt
Address	AVE	Clean & Green	No

No Property Sketches or Photos

Related Names			
Parcel Owner	REDEVELOPMENT AUTH CITY LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17603	Parcel Owner	LANCASTER CITY OF, 120 NORTH DUKE ST LANCASTER, PA 17602
Status	Current	Status	Retired

Assessments						
Interim						
	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	14,400	0	14,400	0	0	0
Total	14,400	0	14,400	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics			
Electric	Gas	Sewage	Water

Market Land Valuation			
Property Type	Land Type	Sq. Ft.	Calc. Acres
RES - Residential	7 - SECONDARY	2,178	0.0500
RES - Residential	6 - RESIDUAL	16,117	0.3700

No Structure Information

No Exemptions

Sales History					
Year	Document #	Sale Type	Sale Date	Sold By	Sold To
2018	6387880	DEED	3/22/2018	LANCASTER CITY OF	REDEVELOPMENT AUTH CITY LANCASTER
2016	6286600	DEED	9/7/2016	WILLIE MORANT	LANCASTER CITY OF
2004	5325814		6/1/2004		

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Property Information			
Property ID	337-41016-0-0000	Property	100 -
Tax Year	2018 <input type="button" value="v"/>	Use	RESIDENTIAL
Township	337 Lancaster City (W7)	Land Use	101 - VACANT LAND
Site Address	639 STEVENS AVE	Tax Status	Exempt
		Clean & Green	No

No Property Sketches or Photos

Related Names	
Parcel Owner	REDEVELOPMENT AUTH CITY LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17603 Status Current
Parcel Owner	CITY OF LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17602 Status Retired

Assessments						
Interim						
	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	10,700	0	10,700	0	0	0
Total	10,700	0	10,700	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics			
Electric	Gas	Sewage	Water
AVAILABLE	NONE	PUBLIC SYSTEM	PUBLIC SYSTEM

Market Land Valuation			
Property Type	Land Type	Sq. Ft.	Calc. Acres
RES - Residential	6 - RESIDUAL	1,742	0.0400
RES - Residential	7 - SECONDARY	2,178	0.0500

No Structure Information

No Exemptions

Sales History					
Year	Document #	Sale Type	Sale Date	Sold By	Sold To
2018	6387880	DEED	3/22/2018	LANCASTER CITY OF	REDEVELOPMENT AUTH CITY LANCASTER
2017	6330817	DEED	5/2/2017	JOHNNIE SHELL	LANCASTER CITY OF
2002	5082466		6/4/2002		

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Property Information			
Property ID	337-42537-0-0000	Property	100 -
Tax Year	2018 <input type="button" value="v"/>	Use	RESIDENTIAL
Township	337 Lancaster City (W7)	Land Use	101 - VACANT LAND
Site	643 STEVENS	Tax Status	Exempt
Address	AVE	Clean & Green	No

No Property Sketches or Photos

Related Names	
Parcel Owner	REDEVELOPMENT AUTH CITY LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17603
Status	Current
Parcel Owner	CITY OF LANCASTER, 120 NORTH DUKE ST LANCASTER, PA 17602
Status	Retired

Assessments						
Interim						
	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	12,800	0	12,800	0	0	0
Total	12,800	0	12,800	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics			
Electric	Gas	Sewage	Water
AVAILABLE	NONE	PUBLIC SYSTEM	PUBLIC SYSTEM

Market Land Valuation			
Property Type	Land Type	Sq. Ft.	Calc. Acres
RES - Residential	7 - SECONDARY	2,178	0.0500
RES - Residential	6 - RESIDUAL	10,019	0.2300

No Structure Information

No Exemptions

Sales History					
Year	Document #	Sale Type	Sale Date	Sold By	Sold To
2018	6387880	DEED	3/22/2018	LANCASTER CITY OF	REDEVELOPMENT AUTH CITY LANCASTER
2017	6330963	DEED	5/3/2017	JOHNNIE SHELL	LANCASTER CITY OF
2002	5082466		6/4/2002		

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 wEdge Version 4.0.6705.15598

Exhibit C

640 South Franklin Street Property Deed

PREPARED BY and
RECORD AND RETURN TO:
Zimmerman, Pfannebecker, Nuffort & Albert
22 South Duke Street, Lancaster, PA 17602

Account Number: 337-41016-0-0000; 337-42537-0-0000; 337-36148-0-0000;
337-43785-0-0000

Premises: 639 STEVENS AVENUE; 643 STEVENS AVENUE; 617 STEVENS AVENUE;
640 SOUTH FRANKLIN STREET, LANCASTER, PA 17602

This Indenture, Made the 12th day of January ,

20 18

Between

CITY OF LANCASTER

(hereinafter called the Grantor), of the one part. and

REDEVELOPMENT AUTHORITY OF THE CITY OF LANCASTER,

(hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantor, for and in consideration of the sum of **One and 00/100 Dollars (\$1.00)** lawful money of the United States of America, unto him, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents, does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

639 STEVENS AVENUE:

ALL THAT CERTAIN four tracts of land situate in the City of Lancaster, County of Lancaster and Commonwealth of Pennsylvania, with a post office address of 639 Stevens Avenue, Lancaster, Pennsylvania, being more fully described as follows:

ALL those two certain unimproved lots of land in the City and County of Lancaster, Pennsylvania, being Lot Nos. 188 and 189 on the plan of "Drexel Terrace" as laid out by Israel Carpenter, C.E., dated September 1905, which plan is recorded in the Recorder's Office at Lancaster, Pennsylvania.

CONTAINING in front on the East side of Lodge Street between Rockland and Schuylkill Streets, forty (40) feet and extending in depth of that width, Eastwardly ninety-eight (98) feet to an eight (08) feet wide common alley.

BEING THE SAME PREMISES which Johnnie Shell, Individually by deed dated April 27, 2017 and recorded May 2, 2017 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Instrument No. 6330817, granted and conveyed unto City of Lancaster, its successors and assigns.

643 STEVENS AVENUE:**TRACT A:**

ALL THAT CERTAIN tract of land situated on the East side of Stevens Avenue (formerly known as Lodge Street), between Rockland Street and Schuylkill Street, in the 600 block of said Stevens Avenue, in the City of Lancaster, being Lot Nos. 190 and 191 on the plan of "Drexel Terrace" which plan is recorded in the Recorder's Office at Lancaster, Pennsylvania in Subdivision Plan Book 1, Page 26. more fully bounded and described as follows:

CONTAINING in front on the East side of Stevens Avenue, forty (40) feet and extending in depth Eastwardly ninety-eight (98) feet, more or less to an eight (08) feet wide common alley.

BOUNDED on the North by Lot No. 189 (Norman A. Duhrman Estate); on the East by said eight (08) feet wide common alley; on the South by Lot No. 192 (James Burton), and on the West by said Stevens Avenue (formerly known as Lodge Street).

TRACT B:**PURPART NO. 1:**

ALL THAT CERTAIN lot or piece of land situated on the East side of Lodge Street, between Rockland and Schuylkill Streets, in the City of Lancaster aforesaid. and designated as No. 193 on the general plan of "Drexel Terrace", as surveyed and laid out by I. Carpenter, C.K., in the month of May, A.D. 1906. and which said plan is filed of record in the Office of the Recorder of Deeds in and for Lancaster County in Plan Book 1, Page 27. said lot being bounded and described as follows, to wit:

ON the North by Lot No. 192; on the East by an eight (08) feet common alley; on the South by Lot No. 194 and on the West by Lodge Street.

CONTAINING in front on said Lodge Street twenty (20) feet, more or less, and extending in depth of that width ninety (90) feet, more or less, to said eight (08) feet wide common alley.

PURPART NO. 2:

ALL THAT CERTAIN lot or piece of ground situated on the East side of Lodge Street between Rockland and Schuylkill Streets, in the City of Lancaster aforesaid, being Lot No. 192 on the General Plan of Drexel Terrace as surveyed and laid out by I. Carpenter, C.E. in the month of September, A.D. 1905; said plan having been filed of record in the Office of the Recorder of Deeds in and for Lancaster County in Display Rack Page 5, said lot being bounded and described as follows, to wit:

CONTAINING in front on said Lodge Street twenty (20) feet and extending in depth of that width Eastwardly ninety-eight (98) feet to an eight (08) feet wide common alley.

BOUNDED on the North by Lot No. 191 on said plan; on the East by said eight (08) feet wide common alley; on the South by Lot No. 193 and on the West by Lodge Street aforesaid.

TRACT C:

ALL THAT CERTAIN lot of ground situated on the East side of Stevens Avenue (formerly known as Lodge Street), between Schuylkill and Chesapeake Streets, in the City of Lancaster and County of Lancaster, Pennsylvania, constituting all of Lot Nos. 194 and 195 on Plan of Drexel Terrace, recorded in the Recorder's Office at Lancaster County in Plan Rack No. 5.

CONTAINING in front on the East side of Stevens Avenue, forty (40) feet, and extending in depth of the same width Eastwardly ninety-eight (98) feet to an eight (08) feet wide alley.

BEING THE SAME PREMISES which Johnnie Shell. Individually by deed dated April 27, 2017 and recorded May 3, 2017 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Instrument No. 6330963, granted and conveyed unto City of Lancaster, its successors and assigns.

617 STEVENS AVENUE:**PURPART NO. 1:**

ALL THAT CERTAIN lot or tract of land situated in the City of Lancaster, County of Lancaster and Commonwealth of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a stake on the west right-of-way line of South Franklin Street, and the south right-of-way line of Chesapeake Street; thence along the west right-of-way line of south Franklin Street, South 02° 08' 20" East, a distance of 19.00 feet to the point of curvature; thence along the west right-of-way line of South Franklin Street, along an arc having a curvature of 19° 41' 20" curve to the left, the same having a radius of 291.00 feet, an arc length of 89.05 feet, and said arc being subtended by a chord of South 10° 54' 20" East, a distance of 88.77 feet; thence continuing along the west right-of-way line of South Franklin Street on the aforesaid 19° 41' 20" curve to the left, by a chord of South 22° 34' 50" East, a distance of 29.31 feet to a stake, the intersection of the east line of an 8 foot wide common alley with the west right-of-way line of south Franklin Street; thence crossing the bed of the aforesaid 8 foot wide common alley, North 70° 39' 45" West, a distance of 8.46 feet to a "4" inch cut on the west line of the aforementioned 8 foot wide common alley, a corner of property of Ellsworth R. Reese; thence continuing along said property of Ellsworth R. Reese and Elmer T. Homsher, Sr., crossing over an iron pin set at a distance of 10.44 feet therefrom, North 46° 01' 45" West, a distance of 27.92 feet to a point; thence still continuing along said property of Elmer T. Homsher, Sr., the following two courses: (1) North 59° 10' 45" West, a distance of 50.00 feet to a point, and (2) North 68° 18' 15" West, a distance of 40.00 feet to an iron pin on the proposed east right-of-way line of Stevens Avenue; thence continuing along the proposed east right-of-way line of Stevens Avenue, and crossing over the bed of the Old Rockland Pike, North 02° 01' 50" West, a distance of 46.48 feet to a stake in the line of property of the Lancaster Housing Authority; thence continuing along lands of the Lancaster Housing Authority, and crossing the bed of the proposed Stevens Avenue to the south right-of-way line of Chesapeake Street, North 73° 04' 50" West, a distance of 64.91 feet to a point; thence continuing along the south right-of-way line of Chesapeake Street, North 87° 51' 40" East, a distance of 143.34 feet to the point of BEGINNING.

PURPART NO. 2:

ALL THAT CERTAIN tract or piece of land with the improvements thereon erected, now numbered and known as 598 South Franklin Street, in the City and County of Lancaster and Commonwealth of Pennsylvania, and being designated as Lot No. 176 and Lot No. 177 on the General Plan of Drexel

Terrace, as surveyed and laid out by J. Carpenter, C.E., in May, 1906, which plan is filed of record in the Office of the Recorder of Deeds in and for Lancaster county, Pennsylvania, in Plan Book No. 1, Page 26, said lots being more fully bounded and described as follows:

LOT NO. 176:

BEGINNING at a stake at the south east corner of South Franklin Street and Stevens Avenue (formerly known as the south east corner of Lodge and Rockland Streets); thence along said South Franklin Street (formerly Rockland Street) South seventy and one-eighth ($70 \frac{1}{8}$) degrees East, forty (40) feet to a stake; thence extending further along said South Franklin Street, South sixty-one (61) degrees East, thirty-four (34) feet and three (3) inches to a stake, a corner of the said Lot No. 177; thence extending along Lot No. 177, South eighty-six and one-eighth ($86 \frac{1}{8}$) degrees West, sixty-five (65) feet to the east side of said Stevens Avenue; thence extending along the east side of said Stevens Avenue North three and seven-eighths ($3 \frac{7}{8}$) degrees West, thirty-five (35) feet and ten (10) inches to the place of BEGINNING.

LOT NO. 177:

BEGINNING at a stake on the east side of said Stevens Avenue (formerly Lodge Street), thirty-five (35) feet and ten (10) inches south of the south east corner of Franklin Street and Stevens Avenue, at a corner of Lot No. 176; thence extending along Lot No. 176, North eighty-six and one-eighth ($86 \frac{1}{8}$) degrees East, sixty-five (65) feet to a stake on South Franklin Street; thence extending along said South Franklin Street, South sixty-one (61) degrees East, fifteen (15) feet and nine (9) inches to a stake; thence extending further along said South Franklin Street (formerly Rockland Street), South fifty-one and one-half ($51 \frac{1}{2}$) degrees East, seventeen (17) feet to a stake, a corner of Lot No. 178 on said plan; thence extending along said Lot No. 178 South eighty-six and one-eighth ($86 \frac{1}{8}$) degrees West, ninety (90) feet and nine (9) inches to the east side of Stevens Avenue (formerly Lodge Street); thence extending along the east side, of said Stevens Avenue, North three and seven-eighths ($3 \frac{7}{8}$) West, twenty (20) feet to the place of BEGINNING.

PURPART NO. 3:

ALL THAT CERTAIN lot or piece of land situated on the east side of Lodge Street, between Rockland and Schuylkill Streets, in the City of Lancaster aforesaid, and designated as Lot No. 178, on the general plan of "Drexel Terrace" as surveyed and laid out by J. Carpenter, C.E. in the month of May, A.D. 1906, and which plan is filed of record in the Office of the Recorder of Deeds in and for Lancaster County in Plan Book No. 1, Page 37, said lot being bounded and described as follows, to wit:

ON the North by Lot No. 177; on the East by an eight feet wide common alley; on the South by Lot No. 179; and on the West by Lodge Street.

SAID lot containing in front on said Lodge Street twenty (20) feet and extending in depth of that width ninety-eight (98) feet, to said eight (8) feet wide common alley.

PURPART NO. 4:

ALL THAT CERTAIN lot or piece of ground situated on the east side of Lodge Street between Rockland and Schuylkill Streets, in the City of Lancaster aforesaid and designated as Number 179 on the General Plan of "Drexel Terrace" as surveyed and laid out by J. Carpenter, C.E., in the month of May, A.D. 1906, and which said plan is filed of record in the Office of the Recorder of Deeds in and for Lancaster County in Plan Book No. 1, Page 37, said lot being bounded and described as follows, to wit:

ON the North by Lot No. 178; on the East by an eight (8) feet wide common alley; on the South by Lot No. 180; and on the West by Lodge Street.

SAID lot containing in front on said Lodge Street twenty (20) feet and extending in depth of that width one hundred (100) feet to said eight feet wide common alley

PURPART NO. 5:

ALL those two (2) certain tracts of land, as follows:

TRACT NO. 1:

ALL THAT CERTAIN tract or piece of land with improvements thereon erected, situate in the City and County of Lancaster, Commonwealth of Pennsylvania, now known as Lot No. 180 Stevens Avenue, and formerly known as Lot No. 180 in the Plan of Lots known as Drexel Terrace, which Plan of Lots is recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Plan Book No. 5.

FRONTING on Stevens Avenue (formerly Lodge Street), a distance of twenty (20) feet and extending in depth of that width a distance of ninety-eight (98) feet to an alley.

BOUNDED on the North by Lot No. 179; on the South by Lot No. 181; on the East by the aforesaid alley; and on the West by the aforesaid Stevens Avenue (formerly known as Lodge Street)

TRACT NO. 2:

ALL THAT CERTAIN tract or piece of land situate on the east side of Stevens Avenue, between Chesapeake Street and Schuylkill Street in the City and County of Lancaster Pennsylvania, now known as Lot No. 181 Stevens Avenue, formerly known as Lot No. 181 Drexel Terrace.

CONTAINING in front on Stevens Avenue twenty (20) feet, more or less, and extending in depth of that wide one hundred (100) feet, more or less, to a six (6) feet wide alley.

BOUNDED on the West by Stevens Avenue; on the North by property now or late of Louise Grossman; on the East by said six (6) feet wide alley; and on the South by property now or late of Richard Giberson.

BEING THE SAME PREMISES which Willie J. Morant, Sr. and Frances F. Morant, husband and wife by deed dated September 7, 2016 and recorded September 7, 2016 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Instrument No. 6286600, granted and conveyed unto City of Lancaster, its successors and assigns.

640 SOUTH FRANKLIN STREET

ALL THAT CERTAIN tract of land situate in the City of Lancaster, County of Lancaster and Commonwealth of Pennsylvania being known and numbered as 640 South Franklin Street.

BEING THE SAME PREMISES which the Lancaster County Tax Claim Bureau as "Trustee Grantor" on behalf of Willie E. Shell, Sr. and Elizabeth Shell by deed dated February 19, 2016 and recorded February 25, 2016 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Instrument No. 6252259, granted and conveyed unto City of Lancaster.

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that the said Grantor, its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and its successors and assigns, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

SPECIALLY WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part hereunto set his hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

CITY OF LANCASTER

BY:



{SEAL}

Commonwealth of Pennsylvania
County of Lancaster

ss:

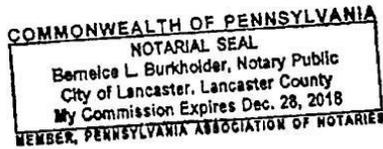
This record was acknowledged before me on the 12th day of January,
2018 by Donnie Sorock as Mayor
of the City of Lancaster who represents that (s)he is authorized to act on behalf of the City of Lancaster.

Bernice L. Burkholder
Signature of notarial officer

Stamp:

Notary Public
Title of office

My Commission Expires:



The address of the above-named Grantee
is: 120 North Duke Street
Lancaster, PA 17603

[Signature]
On behalf of the Grantee

Exhibit D

640 South Franklin Street 617, 639, and 643 Stevens Avenue Request for Proposal Response

640 SOUTH FRANKLIN STREET, 617, 639, AND 643 STEVENS AVENUE
REQUEST FOR PROPOSAL RESPONSE

This proposal submitted this _____ day of _____, 20____, by _____, a duly constituted _____ with an address of _____, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, the Redevelopment Authority of the City of Lancaster, Lancaster County, Pennsylvania (the "Authority"), will be the owner of a certain tract of land located in the City, and known as 640 South Franklin Street, 617, 639, and 643 Stevens Avenue and more fully described in the deed of record in the Office of Recorder of Deeds for Lancaster County, Pennsylvania as Document Number 6387880, together with the improvements thereon, (the "Property"); and

WHEREAS, the Authority has elected to solicit proposals for the development and sale of the property; and

WHEREAS, Developer submits this Proposal as its bid for the Property.

NOW, THEREFORE, and intending to be legally bound hereby, the Developer agrees as follows:

1. Date of Settlement. Settlement on the Property shall be made within ninety (90) days after formal acceptance of the proposal by the Authority and the City of Lancaster.

2. Place of Settlement. Settlement shall be held at the Authority offices located at 120 North Duke Street, Lancaster, Pennsylvania 17602, at a time mutually acceptable to the Authority and Developer, or such other location acceptable to the all parties.

3. Real Estate Taxes. Real estate taxes, if any, shall be apportioned to the date of settlement on a fiscal year basis.

4. Transfer. The Authority shall transfer all its title and interest in the Property, subject to such restrictions and agreements as may appear of record and subject to any existing encumbrances, easements or rights-of-way, to the Developer without any warranties or other representations, and Developer shall accept such title. Notwithstanding the foregoing, the Property shall be transferred free of all mortgages, judgments and other monetary liens.

5. Taxes, Fees and Costs. The Developer shall be liable for the payment of any taxes, fees or other expenses of transfer and recording, including, but not limited to, realty transfer taxes, deed preparation, title insurance premiums, fees imposed by the Recorder of Deeds of Lancaster County.

6. Other Fees. Any disbursement or similar fees purported to be charged by Developer's title company or attorney against the Authority for services which the Authority has not specifically requested, shall be paid by the Developer.

7. No Warranties. In accordance with the provisions for the advertisement for proposals, Developer acknowledges that the City of Lancaster (current owner) and the Authority make no warranties or other representations as to the condition of the Property, and that the Developer is purchasing the Property "AS IS." Developer agrees that if it is the successful Developer, it will take the Property "AS IS" and with all faults, and under and subject to the provisions of Paragraph 8 of this Request for Proposals.

8. Environmental Matters.

A. The City of Lancaster and the Authority make no covenants, representations or warranties as to the suitability of the Property or as to the physical condition thereof for any purpose whatsoever. Developer acknowledges that it has inspected the Property, examined the available Environmental Documents addressing the condition of the Property, observed the physical characteristics and existing conditions of the Property, and has been afforded the opportunity to conduct such investigation on and of the Property as it deems necessary for the purpose of acquiring the Property for Developer's intended use, and Developer hereby waives any and all objections to or claims against the City of Lancaster or Authority with respect to any and all physical characteristics and existing conditions of the Property, including, without limitation, any hazardous, toxic or regulated substances, waste and/or materials as such terms are presently and hereinafter defined by any federal, state or municipal act, regulation, ordinance or guidance, located in, at, on, under or related to the Property. Developer further acknowledges that, in purchasing the Property, Developer is in no way relying upon any statements made by the City of Lancaster, the Authority, or by their agents, representatives or employees, regarding the condition or physical characteristics of the Property. Developer also acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by, Developer in its present condition, "AS IS" and with all faults, and Developer hereby assumes (i) that the adverse past, present or future physical characteristics and conditions may not have been revealed by its inspections or investigations, and (ii) full responsibility for all defects, flaws, contamination, releases and conditions existing on, at, under or related to the Property, which were not observable during Developer's inspection or investigation.

B. Developer, on behalf of itself, its partners, officers, directors, shareholders, members and beneficiaries, as the case may be, and its successors and assigns, agrees to indemnify, protect, defend and hold the City of Lancaster and the Authority and the City's and Authority's elected and/or appointed officials, officers, Council members, employees, agents and its and their respective successors, harmless from any claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including formal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, including reasonable attorneys' and paralegal fees and expenses (including any such fees and expenses incurred by the City of Lancaster or the Authority in enforcing this indemnification obligation, or collecting any sums due hereunder), consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Cost"), that arise directly or indirectly from or in connection with the

environmental condition of the Property and/or any hazardous, toxic or regulated materials, substances and/or wastes, as such terms are presently or hereinafter defined by any federal, state or municipal act, regulation, ordinance or guidance located in, at, on, under or related to the Property. Without limiting the breadth of the foregoing, this indemnification shall, and is intended to cover the Cost attributable to preventing increased levels of any hazardous, toxic or regulated materials, substances or wastes from spreading or the migration of such hazardous, toxic or regulated materials, substances or wastes.

C. Developer, on behalf of itself, its partners, officers, directors, shareholders, members and beneficiaries, as the case may be, and its successors and assigns, hereby releases the City of Lancaster and the Authority and the City's and Authority's elected and/or appointed officials, officers, Council members, employees, agents and its and their respective successors, from any and all claims, demands, obligations, causes or action and liabilities arising out of or related to the Property, for which Developer is indemnifying the City of Lancaster and the Authority hereunder (the "Release"). Developer agrees never to commence, aid in any way, or prosecute against the City of Lancaster, the Authority, or their elected or appointed officials, officers, Council members, agents and employees, and their respective successors, any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities covered by the Release.

D. At settlement, Developer shall execute and deliver a recordable Memorandum, acceptable in form to the Authority and the City of Lancaster, evidencing the notices, waivers, releases and indemnifications, regarding contamination described above, and other requirements of Paragraph 8 related thereto. The Memorandum shall be recorded at settlement at Developer's cost.

9. Adequate Inspection. Developer acknowledges that the Developer and Developer's agents and representatives have the right to enter the Property for the purpose of environmental, construction, engineering, and other studies and inspections of the Property as Developer, and in Developer's sole discretion, deemed necessary or appropriate to determine the status and acceptability of the Property. Developer is permitted to show the Property to potential lenders, partners, consultants, contractors, potential tenants and other individuals as Developer deems appropriate ("Permitted Invitees").

10. Interim Period. The Authority shall continue to allow Developer access to the Property, for planning, surveying and design purposes only, after it is determined that the Authority has accepted the Developer's Proposal through Closing (the "Interim Period") upon reasonable notice to the Authority and upon the following conditions:

A. Developer shall indemnify and hold the Authority harmless from the claims of third parties as a result of Developer's or Developer's agents, Permitted Invitees, representatives, employees or independent contractors entering the Property.

B. Developer shall carry general public liability insurance coverage in the amount of not less than \$1,000,000.00, naming the Authority as an additional insured with respect to the Property during the Interim Period.

C. Developer shall not undertake any construction, demolition or other work, except planning, surveying and design, upon the Property, except as otherwise approved in writing by the Authority.

D. All contractors and/or Permitted Invitees of the Developer shall provide to Developer evidence of the existence of general liability and workman's compensation insurance coverage prior to entry upon the Property; with such coverage to be in amounts satisfactory to Developer and consistent with Paragraph 10.B above.

E. Developer shall indemnify and hold the Authority harmless for any damages (including attorneys' fees), claims and/or causes of action resulting from any actions of Developer or any of Developer's Permitted Invitees, subcontractors, agents, employees, contractors or others brought to the Property by Developer, or performing services on the Property at Developer's request.

F. At the Authority's option, should any of the improvements located on the Property be damaged as a result of the entry by Developer or any of Developer's agents, Permitted Invitees, representatives, independent contractors, subcontractors, employees or others on the Property, at Developer's request or direction, Developer shall restore the damaged Property to its condition existing prior to Developer's entry thereupon at Developer's sole cost and expense, and shall be responsible for any damages resulting from or related to the activities of Developer or Developer's agents, Permitted Invitees, representatives, independent contractors, subcontractors, employees or others, brought to the Property by Developer or performed on the Property at Developer's request.

11. Purchase Price. Developer agrees to pay and shall pay \$ _____ for the Property at closing by cashier's check, certified check or by funds wired from a lending institution to an account designated by the Authority.

12. Transfer of Possession. Possession shall be given to the Developer at settlement.

13. Payment. At settlement, Developer shall pay the full Purchase Price less only the amount of deposit, if required, previously paid to the Authority.

14. Intended Use. Developer acknowledges that the Authority's acceptance of Developer's proposal shall not be construed to constitute final approval of Developer's intended use of the property. Developer acknowledges that it must obtain all required approvals to develop or use the Property as intended.

15. Deed Restrictions. In addition to any restrictions set forth above, Developer acknowledges that the deed conveying the Property will contain Deed Restrictions incorporating the following conditions of the proposal, related to the economic development of the Property:

A. Developer hereby acknowledges that the City of Lancaster has placed historic preservation deed restrictions on the building situated on the Property which will require that the existing façade, and all included elements, be preserved and remain unaltered, unless approved by the City of Lancaster. These deed restrictions are part of the recorded deed to the Property and shall be deemed to be a covenant running with the land. The historic preservation deed restrictions may only be removed in the sole and absolute discretion of the City of Lancaster.

B. Developer hereby acknowledges that the Authority selected its Proposal after determining that the Purchase Price and proposed use of the Property (including job creation and investment in the Property, collectively the "Economic Development Component") was in the best interest of the City and its residents. Acknowledging the importance of the Economic Development Component of Developer's proposal, Developer agrees that the deed conveying the Property shall contain a restriction requiring the use of the Property in a manner which is generally consistent with the Proposal and any sketch plan attached hereto for a period of not less than ten (10) years.

C. Construction or redevelopment of the Property must be completed within twenty-four (24) months of the date of settlement.

D. The covenants and obligations contained in this Paragraph 15 shall survive Closing and the delivery and recording of the deed conveying the Property to Developer, and shall be deemed to be covenants running with the land.

16. Standards and Restrictions. The Property and Project shall be subject to the following standards and controls:

A. No storage materials, refuse, garbage, unlicensed vehicles, etc. will be permitted to remain outside of the building structure during construction or thereafter, unless approved by the City of Lancaster.

B. The Developer will be responsible for obtaining at its sole cost all permits, zoning appeals, subdivisions, approvals and engineering and environmental studies as required to support the Proposal, including any studies to determine the feasibility of construction.

C. The Developer shall be solely responsible for the cost of appraisals, surveys, legal descriptions and other documents necessary to have title to the real estate transferred to the Developer.

17. No Conditions. Developer acknowledges and agrees that Developer's proposal is not conditioned upon Developer receiving approvals to pursue its intended use.

18. Proposal Content to be Submitted with this Proposal Response. In addition to executing this Proposal Response, the Developer has submitted additional material providing a clear and concise demonstration of the respondent's capabilities satisfying the requirements and objectives of this Request for Proposals. The Proposal includes the requirements listed herein below. The Proposal to be submitted pursuant to this Paragraph 18 shall be incorporated into this Proposal Response as Exhibit "A" and shall become a part thereof. The terms of the Proposal shall be binding upon the Developer. Developer's Proposal information includes, but is not necessarily limited to the following:

A. Table of Contents. A table of contents.

B. Project Summary. A two-page maximum summary with the following information:

(i.) Project name;

- (ii.) Project description;
- (iii.) Names(s) of proposed owner(s) and proposed ownership structure; and
- (iv.) Names of project team members including the developer, architect, engineers of all appropriate disciplines, general contractor or construction manager, real estate professionals, environmental consultants and other professional consultants.

C. Supplemental Information on Project Team. In addition to a detailed narrative explaining why the Developer has the background, experience, and technical competence within the team to affect the proposed development, the following shall be submitted as part of the Proposal:

- i. A list of relevant projects undertaken by Developer, including a description of the project, the dollar value of the development and the name, address and telephone number of the Developer and the Developer's project manager.
- ii. The resumes of each member of the project team describing the experience of the team member on projects like the proposed development.
- iii. Documentation of the Developer's financial capabilities to complete the sale. If Developer is a non-publicly traded company or entity, these documents include audited financial statements including a Qualified Opinion with Management Letter, for the most recent fiscal year end.

D. Conceptual Plans. Conceptual plans, including a site plan showing location of structures, public use space, ingress and egress, parking, service areas, etc., along with typical floor plan(s) and elevations of fronts, side and rears of structures.

E. A schedule of the design and construction period and anticipated occupancy date(s) addressing the possibility of phased completion and occupancy.

F. Proposed Development Program. A description of the use(s) intended for the proposed development, including a tenanting plan for any commercial, office, or residential space intended for lease.

G. Ownership/Leasing Structure. A detailed description of the ownership/leasing structure for the project.

H. Construction Costs. An estimate of construction costs and a detailed development budget, including all soft costs, including fees to be paid to Developer for development of the project on behalf of a third-party owner and any other fees to be paid to the Developer.

I. Financial Information. A detailed Sources and Uses Statement clearly identifying the amount of debt and equity financing by funding source addressing the following:

- (i.) Disclosure of terms and sources for debt and equity.
- (ii.) Disclosure of all requests for public funds, including recommended structure and terms under which the funds are to be provided.
- (iii.) Justification for the amount of public funds requested relative to amount of private funding, including a description of the method used to determine required public support.
- (iv.) Disclosure of any anticipated sale or take-out of the project by a third party prior to year ten and projected terms of that sale.

J. **Purchase/Lease Terms.** A detailed narrative clearly indicating the proposed purchase price or lease terms, if not otherwise specified in this Proposal.

K. **Operating Proforma.** A minimum five-year operating proforma detailing all revenue sources, expense line items, deductions from revenue such as vacancy and collection losses, and debt service including all assumptions for revenue and expense increases, and disclosures of all fees to be paid for management of the completed project components and the entity to which those fees are to be paid.

L. **Statement of Project Feasibility and Economic Benefits.** A detailed narrative statement explaining why the proposed use is economically feasible and the number of full-time and full-time equivalent jobs broken out by type with estimates of annual salaries.

M. **References.** Three current development project references for projects of a similar nature, including the name of each organization, contact person and telephone number.

19. **Time Period for Submission of Proposal.** Developer agrees that this Proposal constitutes an offer to purchase and redevelop the Property and shall remain open for a period of not less than ninety (90) days from the due date of the Proposal and may not be withdrawn by Developer during that time period for any reason.

20. **Regulation of Property.** Developer acknowledges that the use and development of the Property is subject to all laws and regulations of the City of Lancaster and the Commonwealth of Pennsylvania and other applicable governmental agencies, and Developer also acknowledges that it has made such investigations as Developer has determined is sufficient concerning such laws and regulations.

21. **Warranties.** Developer represents and warrants, as of this date of this Proposal, that:

A. Developer is duly organized and constituted as a _____ under the laws of _____, and has full authority to submit this Proposal.

B. Developer has entered into no contract that will interfere with Developer's ability to consummate the transaction as contemplated herein.

C. There is no litigation, proceeding, or governmental investigation pending or, so far as is known to Developer, threatened, against or relating to Developer which would interfere with Developer's ability to consummate the transactions contemplated herein, nor is there any basis known to Developer for such action.

22. Time of Essence. Developer expressly acknowledges that time is of the essence. Notwithstanding the foregoing, the Authority, in its sole and absolute discretion, for good cause shown may, in writing, extend the time frames set forth in this Agreement.

23. Brokers. The Authority and Developer each represent and warrant to the other that neither has dealt with any broker in connection with the Property. The Authority and Developer each shall indemnify and hold the other harmless from and against the claims of any and all brokers or other intermediaries, other than those as expressly set forth above, claiming to have had any dealings, negotiations or consultations with the indemnifying party in connection with this Proposal or the sale of the Property.

24. Expenses of Legal Proceedings. If the Developer or the Authority shall institute legal proceedings to enforce any provision of this Proposal, the prevailing party shall be entitled to recover all reasonable costs and expenses (including legal fees and expenses) incurred with respect to such proceedings.

25. Governing Laws, Jurisdiction and Venue. This Proposal shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Developer and the Authority each agree that exclusive jurisdiction and venue for any litigation concerning this Proposal and transactions contemplated herein shall exist in the Lancaster County, Pennsylvania, Court of Common Pleas. Developer and the Authority each consent to such jurisdiction and venue and agree that any dispute shall be resolved by non-jury trial.

26. Successors and Assigns. This Proposal shall be binding on the heirs, successors, permitted assigns and personal representatives of the parties hereto. This Proposal may not be assigned by Developer without the written consent of the Authority. Developer shall not be released from liability because of any permitted assignment.

27. Gender References. When interpreting this Proposal, neutral pronouns, i.e., it, its, itself, et al. (when used in reference to Developer) shall be read as including both the masculine and feminine and singular and plural as the proper case may be.

28. Right to Reject Proposal. The Developer acknowledges that the Authority reserves the right to reject any or all proposals and to waive compliance with any specifications in its sole discretion and judgment.

29. The terms and conditions stated in this Proposal Response shall be carried forward to the Developer Sales Agreement.

IN WITNESS WHEREOF, Developer has executed this Proposal on the day and year first written above.

(Individual or husband and wife Developer)

_____(SEAL)
(signature of individual)
(signature of spouse if husband and wife are co-Developers)

(Partnership Developer) _____(SEAL)

_____(SEAL)
(name of partnership)

WITNESS:

_____ By: _____(SEAL)
Partner

* - All partners must execute this Proposal.

(Corporation Developer)

ATTEST:

_____ By: _____(SEAL)

** - Attach appropriate proof, dated as of the same date as the Proposal, evidencing authority to execute on behalf of the corporation.